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UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:

VISUAL TECHNOLOGY INNOVATIONS, INC.,

Debtor.

Case No.: 25-10024-abl

Chapter 11

**RESPONSE BY MARK L. BUNCE IN
OPPOSITION TO MOTION FOR
ORDER: (I) APPROVING
ADEQUACY OF DISCLOSURES IN
DISCLOSURE STATEMENT, ETC.**

Hearing Date: June 25, 2025

Hearing Time: 1:30 P.M.

1 Mark L. Bunce, a/k/a Mark Leonard Bunce (“Mr. Bunce”), a creditor in the above-captioned
2 bankruptcy case, hereby responds in opposition to the Motion for Order: (1) Approving Adequacy of
3 Disclosure Statement, etc. (Doc. 83) (the “Motion to Approve Disclosure Statement”), and objects to
4 the proposed Disclosure Statement (Doc. 81) (the “Disclosure Statement”) of Debtor Visual
5 Technology Innovations, Inc. (the “Debtor”). In support, Mr. Bunce respectfully shows the
6 following:

7 **I. INTRODUCTION**

8 1. Mr. Bunce was fraudulently induced into loaning more than \$1,000,000 to the
9 Debtor, an alter ego of Mathu Rajan (“Mr. Rajan”), which funds were misappropriated Mr. Rajan.
10 This case was filed in bad faith as a litigation tactic to avoid an adverse ruling on a motion for
11 partial summary judgment in a lawsuit brought by Mr. Bunce against the Debtor and Mr. Rajan in
12 the U.S. District Court for the Eastern District of Pennsylvania.¹ The Disclosure Statement and
13 Debtor’s proposed Chapter 11 Plan of Reorganization (Doc. 82) (the “Proposed Plan”) are merely
14 the latest efforts by Mr. Rajan to hinder and delay Mr. Bunce’s rightful efforts to adjudicate his
15 claims and collect on his debt.

16 2. While it appears as though the Chapter 11 Plan may propose to pay in full Mr.
17 Bunce’s general unsecured claims for unpaid principal in the amount of \$1,050,000.00, and accrued
18 interest as of the date of filing in the amount of \$278,724.66,² there is simply no way for the Debtor
19 to fund such payments, and the Disclosure Statement is devoid of verifiable information regarding
20 how such funding would supposedly occur. Moreover, as set forth further below, the Disclosure
21 Statement otherwise lacks adequate information for creditors and interest holders to make an

22
23 ¹ Nothing in the response waives, releases, or impairs any claim or rights of Mr. Bunce, all of which claims and rights are
24 expressly reserved and preserved, including, without limitation, the claims asserted in the U.S. District Court for the
Eastern District of Pennsylvania.

25 ² As discussed below, the Disclosure Statement is inadequate and unclear regarding its treatment of Mr. Bunce’s claim.
26 Mr. Bunce filed a general unsecured proof of claim in the amount of \$6,854,271.60, consisting of unpaid principal in the
27 amount of \$1,050,000.00, accrued interest as of the date of filing in the amount of \$278,724.66, attorneys’ fees as of
December 31, 2024, in the amount of \$384,843.24, and estimated punitive damages in the amount of \$5,140,703.70
(Claim No. 3-2). On April 15, 2025, the Debtor filed an objection to the punitive damages and attorneys’ fees portions
of Mr. Bunce’s claim (Doc. 61) (the “Objection to Claim”).

1 informed judgment about the Proposed Plan. Accordingly, Mr. Bunce objects to the Disclosure
 2 Statement as inadequate, and opposes the entry of an order granting the Motion to Approve
 3 Disclosure Statement.

4 II. BACKGROUND

5 3. Mr. Bunce has previously provided detailed factual background and procedural
 6 information in his Motion to Transfer Venue; or, in the Alternative, to Dismiss (Doc. 48) (“Motion
 7 to Transfer”), and in his Reply to Debtor’s Opposition to Motion to Transfer Venue; or, in the
 8 Alternative, to Dismiss (Doc. 87) (“Reply in Support of Motion to Transfer”). Instead of belaboring
 9 those facts, Mr. Bunce incorporates herein by reference the introduction and background sections
 10 contained in the Motion to Transfer Venue and exhibits attached thereto, together with the
 11 introduction section of the Reply in Support of Motion to Transfer and exhibits attached thereto.
 12 (See Doc. 48 at §§ 1, 4–22, Exs. 1-7; and Doc. 87, Intro. and Exs. A & B).³

13 4. On April 18, 2025, the Debtor filed its monthly operating report covering March 2025
 14 (Doc. 66). The monthly operating report included a copy of a bank statement reflecting a withdrawal
 15 of all remaining funds in the account and an ending balance of \$0.00. Further, the March 2025
 16 monthly operating report reflects that the Debtor had still not filed tax returns and had not paid all
 17 taxes. (See Doc. 66 at Ques. No. 6, and p. 5.)

18 5. The Debtor failed to timely file its monthly operating report covering April 2025.

19 6. On May 9, 2025, the Debtor filed its Disclosure Statement, Proposed Plan, and the
 20 Motion to Approve Disclosure Statement.

21 ³ Mr. Bunce requests that the Court take judicial notice of the papers, pleadings, and court dockets
 22 filed in other cases and referenced herein pursuant to FRE 201. See, e.g., *U.S. v. Wilson*, 631 F.2d
 23 118, 119 (9th Cir. 1980)(“a court may take judicial notice of its own records in other cases”);
 24 *Burbank-Glendale-Pasadena Airport Auth. v. City of Burbank*, 136 F.3d 1360, 1364 (9th Cir. 1998)
 25 (taking judicial notice of court filings in a state court case where the same plaintiff asserted similar
 26 claims); *Lawson v. Klondex Mines Ltd.*, 450 F. Supp. 3d 1057, 1071 (D. Nev. 2020)(court may take
 27 judicial notice of orders and filings, including proceedings in other courts, both within and without
 28 the federal judicial system, if those proceedings have a direct relation to matters at issue); *Bank of*
Am., N.A. v. CD-04, Inc. (In re Owner Mgmt. Serv., LLC Trustee Corps.), 530 B.R. 711, 717 (Bankr.
 C.D. Cal. 2015) (“The Court may consider the records in this case, the underlying bankruptcy case
 and public records.”)

1 7. On May 12, 2025, the Debtor filed Debtor's Notice of Holding Funds in Trust
2 Earmarked for Subchapter V Trustee's Fees and Costs (Doc. 86), including an exhibit showing a
3 wire transfer from Visual Semiconductor, Inc. ("VSI") in the amount of \$6,500.00 into the IOLTA
4 account of Debtor's counsel. There is no indication of the terms under which the funds were
5 delivered.

6 8. The Debtor's Motion to Amend Voluntary Petition to Remove Subchapter V Election
7 and Instead Proceed Under Standard Chapter 11, etc. (Doc. 53) came before the Court for a hearing
8 on May 14, 2025, and the Court granted the motion by oral ruling on June 9, 2025.

9 9. The Objection to Claim came before the Court for a hearing on May 14, 2025, and
10 the Court is scheduled to issue an oral ruling on the objection on June 17, 2025.

11 10. The Motion to Transfer Venue came before the Court for a hearing on May 21, 2025,
12 and the Court is scheduled to issue an oral ruling on the motion on June 27, 2025.

13 11. On May 15, 2025, Debtor's counsel filed its First Interim Application for
14 Compensation (Doc. 90), seeking an interim award of fees in the amount of \$40,230.50, and
15 expenses in the amount of \$887.29, covering the period of January 6 through May 12, 2025. The
16 interim fee application requests permission to apply a pre-petition retainer in the amount of
17 \$27,117.00, which was provided to the Debtor under a loan from VSI. (*See* Doc. 13, Disclosure of
18 Compensation of Attorney for Debtor). Following a stipulation between the Debtor and Mr. Bunce
19 (Doc. 97), on June 4, 2025, the Court entered an order (Doc. 98) whereby any of Mr. Bunce's
20 objections to any interim fee applications are reserved until a hearing on a final fee application.

21 12. On May 22, 2025, the U.S. Bankruptcy Court for the Eastern District of Pennsylvania
22 dismissed with prejudice Mr. Rajan's Chapter 13 case, with a one (1) year bar on refiling any further
23 bankruptcy cases. A genuine copy of the order dismissing with prejudice Mr. Rajan's Chapter 13
24 case is attached hereto as **Exhibit "A"** and incorporated herein.

25 13. On June 10, 2025, the U.S. Securities and Exchange Commission (the "SEC") filed
26 its Response to the Motion to Approve Disclosure Statement (Doc. 100) indicating that "the SEC is
27 investigating whether [the] Debtor...,engaged in pre-petition conduct that violated the federal
28 securities laws." (*See* Doc 100 at ¶ 1). In its Response, the SEC also stated that "[a]ny such

violations by the Debtor could give rise to monetary claims by the SEC including claims for disgorgement of ill-gotten gains, prejudgment interest, and civil penalties.” *Id.* Further, the SEC pointed out that the Disclosure Statement provides no supporting detail or financial disclosure relating to VSI. (*See* Doc 100 at ¶ 9).

III. MEMORANDUM OF POINTS AND AUTHORITIES

Bankruptcy Code Section 1125 requires a Chapter 11 disclosure statement to provide “adequate information” to creditors and interest holders in order for them to make an “informed judgment about the plan.” 11 U.S.C. § 1125(a)(1). The adequacy of disclosure statement information has been evaluated using numerous factors, including the present condition of the debtor while in Chapter 11, the classes and claims within the reorganization plan, the estimated administrative expenses (including attorneys’ fees), financial information and projections relevant to the decision to accept or reject the debtor’s plan, and information relevant to the risks posed to creditors under the debtor’s plan. *In re Islet Scis., Inc.*, 640 B.R. 425, 459–60 (Bankr. D. Nev. 2022) (citing 7 COLLIER ON BANKRUPTCY § 1125.02[2] (Richard Levin & Henry J. Sommer eds 16th ed. 2021); *In re Reilly*, 71 B.R. 132, 134-35 (Bankr. D. Mont. 1987)); *see also In re Rosenblum*, No. 18-17155-MKN, 2019 WL 5782589, at *3 (Bankr. D. Nev. July 15, 2019).

“[T]he determination of what is adequate information is subjective and made on a case by case basis. This determination is largely within the discretion of the bankruptcy court.” *Computer Task Grp., Inc. v. Brotby (In re Brotby)*, 303 B.R. 177, 193 (B.A.P. 9th Cir. 2003) (*Texas Extrusion Corp. v. Lockheed Corp. (Matter of Texas Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988)). “The plan proponent has the burden to show that its proposed disclosure statement contains adequate information.” *In re Rosenblum*, 2019 WL 5782589, at *4 (citing *In re Michelson*, 141 B.R. 715, 719 (Bankr. E.D. Cal. 1992)).

Moreover, a court may decline to approve a disclosure statement when it is evident that the related plan is not confirmable. *See United States Brass Corp.*, 194 B.R. 420, 422 (Bankr. E.D. Tex.

1 1996); *In re Atlanta West VI*, 91 B.R. 620,622 (Bankr. N.D. Ga. 1988). It would be a futile exercise
2 to send a disclosure statement to creditors and then solicit votes on a proposed plan which is
3 irrefutably unconfirmable.

4 The Debtor's Disclosure Statement simply does not provide adequate information to allow its
5 creditors and interest holders to make an informed judgment on the Proposed Plan. Furthermore, even
6 if the disclosures were adequate (they are not), the Proposed Plan is not feasible. For those reasons,
7 and as set forth in this response, Mr. Bunce objects to the Disclosure Statement and requests that the
8 Motion to Approve Disclosure Statement be denied.

9 **A. Inadequacy of disclosures.**

10 *i. The Disclosure Statement does not provide adequate information regarding funding for the*
11 *Proposed Plan.*

12 According to the Disclosure Statement "[t]he Debtor is a holding company that holds shares
13 in Stream as its only asset and thus could only raise money to pay its creditors by either selling or
14 leveraging those shares and/or obtaining funding from a third party." (*See* Doc. 81, § VI. A. 1.) The
15 Disclosure Statement goes on to state that "VSI was and is the only entity placing value in the
16 Debtor's primary asset. VSI, which has committed to funding the Plan, was acquired in April 2025
17 by a company publicly traded on the Vienna Stock Exchange (Wiener Börse). Through its new
18 parent company, VSI has the required resources to meet all financial obligations of the Plan.
19 Projections of VSI's contributions to fund the Plan are attached as **Exhibit 2.**" (*Id.*)

20 The Disclosure Statement is completely devoid of any reliable and verifiable information
21 regarding the ability of VSI and/or its supposed, unidentified new parent company, to fund the
22 Proposed Plan. In fact, the Disclosure Statement has no information whatsoever demonstrating the
23 wherewithal of VSI or any company to fund the Proposed Plan. Furthermore, the Disclosure
24 Statement is totally lacking any documentation which demonstrates that VSI or any company has
25 agreed and/or is duly authorized to fund the Proposed Plan.

1 Given these glaring shortcomings, the Disclosure Statement is clearly inadequate and the
2 Motion to Approve Disclosure Statement should be denied.

3 ii. The Disclosure Statement does not provide adequate information regarding the supposed value
4 of Stream TV shares and the appeal of the sale of substantially all of Stream TV's assets.

5 According to the Disclosure Statement, “[t]he Debtor’s proposed funding is coming from
6 VSI, and thus any actions taken in the Stream bankruptcy cases against VSI may impact this case.
7 Additionally, the value of the Debtor’s shares in Stream is also contingent on the successful outcome
8 of the currently pending appeals before the Pennsylvania District Court and the reversal of Stream’s
9 asset sale to SeeCubic.” (Doc. 81, § VII. L.). While several pages of the Disclosure Statement are
10 devoted to discussing the Stream TV Chapter 11 case pending in the Eastern District of
11 Pennsylvania, nowhere in the Disclosure Statement is there information regarding the likely outcome
12 of the appeal of the sale of substantially all of the assets of Stream TV, without a stay. In fact, as
13 the sale of substantially all of the assets of Stream TV has closed, and as a motion for stay pending
14 appeal was denied, the appeal is moot, and there is little to no chance the sale will be overturned.
15 *See Pittsburgh Food & Bev., Inc. v. Ranallo*, 112 F.3d 645, 649-651 (3d Cir. 1997) (because the
16 appellant did not obtain a stay of the bankruptcy court’s order approving a sale of assets, the district
17 court was unable to grant effective relief to the appellant, and the appeal to the district court was
18 moot and properly dismissed); (Doc. 81, at 7).

19 In its schedules, the Debtor values its shares in Stream TV at \$3,942,120. (Doc. 13, at 2). In
20 exhibit 3 to the Disclosure Statement, the Debtor attributes a liquidation value of \$788,430 to its
21 shares in Stream TV. The Disclosure Statement fails to include any information to support a proper
22 valuation (liquidation or otherwise) of shares in Stream TV. Presumably this information was
23 omitted because it would demonstrate that the shares in Stream TV are worthless, and therefore, the
24 Proposed Plan will not be funded and is infeasible.

25 Because the funding of the Proposed Plan is contingent on an appeal pending in Eastern
26 District of Pennsylvania and on shares in Stream TV having value, and because the Disclosure
27 Statement includes inadequate information regarding the subject appeal and supposed value of
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1 Stream TV shares, the Disclosure Statement is clearly inadequate and the Motion to Approve
2 Disclosure Statement should be denied.

3 iii. The Disclosure Statement does not provide adequate information regarding how claims will be
4 treated.

5 While the deadline for governmental entities is not until July 7, 2025, to date, only four (4)
6 creditors have filed proofs of claim. Those creditors are (i) the Internal Revenue Service, which
7 filed a placeholder claim in the amount of \$500.00 (Claim 1-1); (ii) Armstrong Teasdale, LLP, which
8 filed a general, unsecured claim in the amount of \$1,875,448.61 (Claim 2-1); (iii) Mr.. Bunce who
9 filed a general, unsecured claim in the amount of \$6,854,271.60 (Claim 3-2); and (iv) Gainey
10 McKenna & Egleston, which filed a general, unsecured claim in the amount of \$6,300.00.

11 As stated above, Mr. Bunce was fraudulently induced into loaning more than \$1,000,000 to
12 the Debtor. In connection therewith, Mr. Bunce timely filed a general unsecured proof of claim in
13 the amount of \$6,854,271.60, consisting of unpaid principal in the amount of \$1,050,000.00, accrued
14 interest as of the date of filing in the amount of \$278,724.66, attorneys' fees as of December 31,
15 2024, in the amount of \$384,843.24, and estimated punitive damages in the amount of \$5,140,703.70
16 (Claim No. 3-2). Mr. Bunce's proof of claim is subject to an objection scheduled for an oral ruling
17 on June 17, 2025.

18 The Proposed Plan divides non-priority, unsecured claims into the following three (3)
19 classes: (a) Class 3 – Allowed Unsecured Vendor Claims; (b) Class 4 – Allowed Unsecured
20 Litigation Claims; and (c) Class 5 – Allowed Punitive Damages Claims. Unsecured Vendor Claims
21 are defined as [a]ny Non-Priority Unsecured Claims other than Unsecured Litigation Claims and
22 Punitive Damages Claims, and only to the extent it is for services provided as a vendor to the
23 Debtor.” (See Doc 81 at § 1.1.63). As the terms “vendor” and “services” are not defined in the
24 definition of Class 3 claims, the definition of Class 3 Claims is inadequate.

25 Unsecured Litigation Claims are defined as “[a]ny Unsecured Claim arising out of active
26 litigation pending as of the Petition Date, and only to the extent it is for an award of actual or
27 compensatory damages under applicable law, and excluding any Punitive Damages Claims.” (See
28

1 Doc 81 at § 1.1.64). While Mr. Bunce was actively pursuing litigation against the Debtor and Mr.
2 Rajan as of the Petition Date, arguably his claims do not “arise out of” active litigation, and Mr.
3 Bunce has not yet been “awarded” damages. Due to these vagaries the definition of Class 4 Claims
4 is inadequate.

5 Furthermore, as it is possible that creditors will not know whether or not their claims are
6 “Allowed” until ninety (90) days from the Effective date of the Proposed Plan, creditors do not
7 actually know how their respective claims are proposed to be treated. (See Doc 81, § IX. C.) Mr.
8 Bunce notes that while Armstrong Teasdale, LLP, and Gainey McKenna are specifically listed in
9 exhibit 2 to the Disclosure Statement (which supposedly outlines payments to claim-holders), there
10 is no such listing for Mr. Bunce, evidencing the lack of clarity regarding how his claim is to be
11 treated under the Proposed Plan. Further, while it appears that Armstrong Teasdale, LLP, and
12 Gainey McKenna are to be paid interest on their claims, inexplicably it appears there is no provision
13 to pay interest after the Petition Date to Mr. Bunce.

14 Due to the issues with inadequate description of claims treatment and class definitions, the
15 Disclosure Statement is clearly inadequate and the Motion to Approve Disclosure Statement should
16 be denied.

17 iv. The Disclosure Statement does not provide adequate information regarding tax debt and possible
18 claims of the SEC.

19 Exhibit 2 of the Disclosure Statement lists tax debt in the amount of \$500, although clearly
20 the IRS’s claim is merely a placeholder and the actual amount of tax debt owed to the federal
21 government appears to be unknown. Furthermore, as the bar date for governmental entities is July
22 7, 2025, it is possible the other taxing authorities will assert claims. Mr. Rajan’s statement in support
23 of the Debtor’s petition and the Debtor’s monthly operating reports reflect that it has not filed tax
24 returns and that it has not paid taxes. (See Doc. 1, Verified Statement of Mathu G. Rajan in Support
25 of Voluntary Petition, and Doc. 66 at Ques. No. 6). There is an absence of any information in the
26 Disclosure Statement regarding how the Debtor will prepare and file income tax returns and
27 determine its tax debt, if any. Furthermore, based on the Response filed by the SEC, it appears that
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1 the Debtor may have liability to the SEC. The Disclosure Statement fails to address potential liability
2 to the SEC.

3 Based on these shortcomings, the Disclosure Statement is clearly inadequate and the Motion
4 to Approve Disclosure Statement should be denied.

5 iv. The Disclosure Statement does not provide adequate information regarding how VSI's loan for
6 attorneys' fees and transfer of funds for Subchapter V Trustee fees will be addressed.

7 The Disclosure of Compensation of Attorney for Debtor reflects that VSI made a loan to the
8 Debtor in the amount of \$27,117.00 for a retainer held by Debtor's counsel. (See Doc. 13, Disclosure
9 of Compensation of Attorney for Debtor). Further, Debtor's Notice of Holding Funds in Trust
10 Earmarked for Subchapter V Trustee's Fees and Costs (Doc. 86) reflects that VSI transferred \$6,500
11 to Debtor's counsel supposedly earmarked for future fees which may be due to the Subchapter V
12 Trustee. The Disclosure Statement fails to indicate how these two payments from VSI will be
13 addressed. As such, the Disclosure Statement is clearly inadequate and the Motion to Approve
14 Disclosure Statement should be denied.

15 v. The Disclosure Statement does not provide adequate information regarding the Debtor's financial
16 condition.

17 Not only does the Disclosure Statement fail to value its sole asset, but the Disclosure
18 Statement fails to indicate how it can proceed when the most recently filed monthly operating report
19 included a copy of a bank statement reflecting a withdrawal of all remaining funds in the account
20 and an ending balance of \$0.00. (See Doc 66, at 5). As evidenced by its monthly operating reports
21 and by the First Interim Application for Compensation (Doc. 90) filed by Debtor's counsel, the
22 Debtor is administratively insolvent. Further, the Disclosure Statement is clearly inadequate and the
23 Motion to Approve Disclosure Statement should be denied.

24 vi. The Disclosure Statement does not provide adequate information regarding VSI and management
25 by Mr. Rajan.

26 The Proposed Plan essentially asks creditors to replace one set of failed promises with
27 another set of promises. Further, the Disclosure Statement provides that "[f]rom the Effective Date,
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1 the Debtor's present sole officer and director, Mathu Rajan, shall continue to manage and operate
2 the Debtor's business, and with full authority to make all decisions and take all actions on behalf of
3 the Reorganized Debtor to effectuate the Plan. VSI shall own and control all of the shares of the
4 Reorganized Debtor." (Doc 81 § 4.3.). As reflected in the January 5, 2024 ruling by the judge in
5 the Stream TV case, Mr. Rajan's past misconduct gave rise to the appointment of a trustee in the
6 Stream TV Chapter 11 case. (*See* Creditor's Reply to Debtor's Opposition to Motion to Transfer,
7 Doc. 87, Ex. A). Given Mr. Rajan's past problematic conduct in connection with the management
8 of a company in bankruptcy (Stream TV), it is objectionable that the Disclosure Statement fails to
9 adequately disclose (a) the corporate structure of VSI, (b) the extent of Mr. Rajan's management
10 and ownership of VSI and its new parent company, and (c) Mr. Rajan's role as an officer and/or
11 director of VSI and any of its affiliates.

12 **B. The Debtor's Plan is Not Feasible.**

13 The ability of the Debtor to fund the Proposed Plan is illusory, and a reorganization is simply
14 not viable, as it is entirely reliant on the unsubstantiated, alleged promise of a multi-million dollar
15 infusion of money which is contingent upon an appeal which is doomed to failure. To comply with
16 the feasibility standards of Section 1129(a)(11), a debtor must "must offer more than speculation
17 about the source of funding for the plan." *In re Trans Max Techs., Inc.*, 349 B.R. 80, 93 (Bankr. D.
18 Nev. 2006) (finding a proposed plan that was based upon the assertion that a third-party investor
19 would provide 100% of the plan's funding in order to reap the potential benefits of an unproven
20 technology, without documentation confirming the source of that funding, was not feasible). This
21 would include offering "evidence to the court of any binding contractual commitments with investors
22 to infuse new cash into" the Debtor. *Id.* The Debtor has not provided any documentation that there is
23 actually a binding agreement to fund the plan, and the Debtor's explanation for why VSI would
24 provide the funding defies logic.

25 Indeed, the Debtor admits that its "proposed funding is coming from VSI, and thus any actions
26 taken in the Stream bankruptcy cases against VSI may impact this case. Additionally, the value of
27
28

1 the Debtor's shares in Stream is also contingent on the successful outcome of the currently pending
2 appeals before the Pennsylvania District Court and the reversal of Stream's asset sale to SeeCubic."
3 (Doc. 81, § VII. L.).

4 The Disclosure Statement thus does not provide any information capable of demonstrating
5 the feasibility of the Debtor's plan. Without such information, the disclosure statement is completely
6 inadequate for the task of giving creditors the ability to make an "informed judgment about the plan."
7 11 U.S.C. § 1125(a)(1).

8 **IV. CONCLUSION**

9 For the reasons set forth above, Mr. Bunce objects to the Disclosure Statement and requests
10 that the Motion to Approve Disclosure Statement be denied. Mr. Bunce requests such other and
11 further relief as is just and equitable.

12 Respectfully submitted, this 11th day of June, 2025.

13
14 **MILLER & MARTIN PLLC**

15 /s/ Paul M. Alexander

16 Paul M. Alexander, Esq. (*Admitted pro hac vice*)

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26 AND

27 **CARLYON CICA CHTD.**

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Nevada Counsel for Creditor, Mark L. Bunce

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Carlyon Cica Chtd. and that, on the 11th day of June 2025, I caused to be served a true and correct copy of **MOTION TO TRANSFER VENUE; OR, IN THE ALTERNATIVE, TO DISMISS** in the following manner.

☒ (ELECTRONIC SERVICE) Under Local Rule 5005 of the United States Bankruptcy Court for the District of Nevada, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by that Court's facilities.

☐ (UNITED STATES MAIL) By depositing a copy of the above-referenced document for mailing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, to the parties listed on the attached service list, at their last known mailing addresses, on the date written above.

☐ (OVERNIGHT COURIER) By depositing a true and correct copy of the above-referenced document for overnight delivery via Federal Express, at a collection facility maintained for such purpose, addressed to the parties on the attached service list, at their last known delivery address, on the date written above.

☐ (FACSIMILE) By serving a true and correct copy of the above-referenced document via facsimile, to the facsimile numbers indicated, to those listed on the attached service list, and on the date written above.

/s/ Cristina Robertson
An employee of Carlyon Cica Chtd.

EXHIBIT “A”

EXHIBIT “A”

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:)	CHAPTER 13
)	
MATHU RAJAN,)	CASE No. 25-10356 (DJB)
)	
DEBTOR.)	
)	

**ORDER DISMISSING CASE
WITH A BAR AGAINST REILING FOR TWELVE MONTHS**

AND NOW, on this _____ day of May 2025, upon consideration of (i) Mark Bunce's Motion to Dismiss Case with Prejudice; or, in the Alternative, to Convert to Chapter 7 (*Dkt. No. 48*), and Objection to Confirmation (*Dkt. No. 45*), (ii) the Debtor's Motion for Voluntary Dismissal of Case (*Dkt. No. 67*), (iii) Objection to Confirmation of William A. Homony in his capacity as Chapter 11 Trustee of the bankruptcy estates of Stream TV Networks, Inc. and Technovative Media Inc. (*Dkt. No. 47*), and (iv) Motions to Dismiss, as Amended, by Kenneth E. West, Esq., Standing Chapter 13 Trustee (*Dkt. Nos. 40, 42 & 44*), and upon agreement with creditor Mark Bunce and with the consent of the Debtor by and through his undersigned counsel, and after due and proper notice and assignment of hearing, and based on the entire record of this case and good cause appearing, it is hereby **ORDERED**:


1. The Debtor's chapter 13 case is hereby DISMISSED with prejudice under 11 U.S.C. §§ 105(a) and 349(a); and
2. The Debtor, Mathu Rajan, is hereby prohibited, enjoined, and barred from reiling for bankruptcy under any chapter of the Bankruptcy Code, and in any jurisdiction for a period of 365 days from the date of entry of this Order; and

3. All other pending objections, motions, requests for relief or other matters in this case are dismissed as moot.

BY THE COURT

Date: _____

Date: May 22, 2025



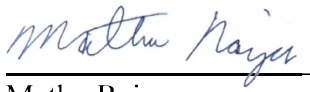
Honorable Derek J. Baker
United States Bankruptcy Judge

Consent is hereby given to the form and content of this Order by:

WEISBERG LAW

/s/ Matthew B. Weisberg

Matthew B. Weisberg, Esquire
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Mathu Rajan
Debtor

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/s/ Michael S. Schwartz

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/s/ LeeAne O. Huggins

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